

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

STATE OF NEW MEXICO, ex rel  
DARR ANGELL and  
DARR ANGELL, Individually,

Plaintiffs,

v.

Civ. No. 03-318 JH/RLP

SHELL OIL COMPANY,  
POLARIS PRODUCTION CORPORATION  
and UNITED OPERATING, LLC,

Defendants.

**MEMORANDUM OPINION AND ORDER**

This matter comes before the Court on Plaintiffs' *Motion to Amend Complaint* [Doc. No. 11].

After a review of the briefs and the law, the Court concludes that the motion should be GRANTED in part and DENIED in part.

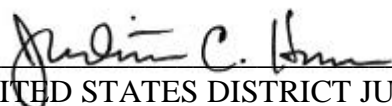
First, Plaintiffs seek to amend their Complaint to eliminate their claims against defendant United Operating, LLC ("United"). Defendant Shell Oil Company ("Shell") objects, arguing in extremely cursory fashion that United is a necessary party whose presence is necessary for the just adjudication of this case. Ordinarily, such a perfunctory argument would not sway the Court, but neither Plaintiffs nor United has responded to that argument. In light of that omission, the Court will not permit Plaintiffs to amend their Complaint in order to effectuate the dismissal of United from the case at this time.

Next, Plaintiffs wish to amend their Complaint to add claims against Blue Ridge Resources, LLC ("Blue Ridge") and Dynasty Oil & Gas, LLC ("Dynasty"). Defendants United and Shell object

on the grounds that both of these entities are in bankruptcy, and therefore the automatic bankruptcy stay found in 11 U.S.C. § 362 prohibits the commencement of litigation against them. In addition, United has presented evidence that Dynasty was never an operator of the lease in question, and from that evidence the Court infers that an amendment to include Dynasty would be futile. Plaintiffs dispute neither the factual nor the legal basis for these arguments. Accordingly, based upon the record currently before the Court, Plaintiffs will not be permitted to amend the Complaint to add claims against Blue Ridge or Dynasty.

Finally, Plaintiffs seek to assert additional claims against existing defendants Shell and Polaris Production Corporation (“Polaris”) regarding a second oil and gas lease known as the “Pacifica” lease. Neither Shell nor Polaris appears to object to this amendment. Accordingly, this portion of the motion will be granted.

WHEREFORE, Plaintiffs’ *Motion to Amend Complaint* [Doc. No. 11] is DENIED in part and GRANTED in part as explained above.

  
UNITED STATES DISTRICT JUDGE